19 36

Department of Rev

OFFICE Board of Rev

STATION Madras

Mis No. 1107

Dated 28-3-36

A 1102/36

(SUBJECT.)

Escheat (S. Kanara) Puttur Tk - Inst. under Sec
- property of late of Narayana Makkithaya
- declared - filing of suit - sanctioned

1Ce-A 1102

Ref.A3.No.893-34. South Kanara Collector's Office,

Camp Karkal dated 27 - 2 - 1936.

E. M. Gawne, Esquire, I.C.S.,

Collector of South Kanara.

To

The Secretary,

Board of Revenue,

M a d r a s

Sir

Escheat - Puttur Taluk - Kolnad village - Holding No. 20 - Last holder Narayana Makkithava - Widow Thachamma alias Saraswati - Report submitted.

I enclose an application for declaring as an escheat the immoveable properties comprised in holding No.20 of Kolnad village, Puttur Taluk left by one Narayana Makkithaya, son of Ranga Makkithaya of Kolnad Kasba village, a Shivalli Brahmin, governed by the Mithakshara Law of Inheritance. The original properties consisted of 4.14 acres of wet land assessed at Rs. 27-6-0 and 77 cents of garden land assessed at Rs. 1-12-0. There are also darkhast lands granted as kumki extensions. The value of the land may be put at Rs. 2000/- approximately. The last male holder Narayana Makkithaya died intestate in or about 1867, leaving behind him his widow Thachamma alias Saraswati and his widowed mother Lakshmamma.

2. Four years after the death of the last male holder, i.e., on 25-10-1880, the two widows jointly executed a simple mortgage deed in respect of his properties, O.S.Nos.172/1.2.4 & 5 corresponding to R.S.Nos. 123/7.8.3 & 2 respectively of Kolnad village for Rs. 250/- in favour of one Srinivasa Balkuraya. On the death of Lakshmamma, a fresh mortgage deed was executed on 5-4-1893 by Thachamma alias Saraswati alone in the name of the original mortgagee for Rs. 650/- in respect of the same property. The interest and penal interest due on this -----

mortgage was allowed to fall into arrears to an extent of Rs. 347-12-0 and on 2-4-1910, this mortgage was renewed for Rs. 1000/-, the widow receiving only Rs. 2-4-0 in cash for the expenses of registration. Then again the interest was not paid and the mortgagee's son Padmanabha Balkuraya assigned the mortgage right to one Narayana Mardithaya, who filed a suit against the widow and got a decree in O.S.No. 156/1927 on the file of the Dt. Munsif of Puttur. This decree not having been satisfied, execution was taken in R.E.P. 286/1928 of that Court and the property was brought to sale. The decree-holder himself purchased the lands at Court auction and took possession thereof on 17-11-1928.

3. It was about this time that the escheat enquiry was started on a petition from one Mammunhi Beari of Bolanthur village, Puttur Taluk. At the time of this enquiry, the widow Thachamma alias Saraswati, who was alive stated on 21-9-1928 that she had heard her mother-in-law say that her(Thachamma's) husband had relations at Nileshwar or at Udipi whose names or exact relationship etc., were not personally known to her and that except those unknown relati she had no other heirs on her husband's side. The points fo consideration are (1) whether the deceased owner Narayana Makkithaya has left any heirs coming within the scope of Samanodakas, Sapindas or Bandhus to whom the properties migh revert and (2) whether the sale by Court auction referred to above is binding against the estate and consequently on Government.

4. As regards point (1), I submit that on enquiry the Tahsildar found that the relations referred to by the widow were Subraya Makkithaya and Shankarnarayana Makkithaya of Nilavar village, Udipi Taluk. Of these, the former was dead and the latter along with two other Makkithayas was examined by the Revenue Inspector, Brahmavar, whose enquiry showed th none of the Makkithayas residing in Nilavar village, Udipi Taluk claimed any reversionary right. Similarly, the enquir held in Nileshwar of Kasargod Taluk, disclosed that there we

no Makkithayas there, who were the reversioners of the widow. One Padmanabha Bhatta of Kolnad village, his son Subraya Bhatta however, claimed to be the heirs of the deceased. Even when the widow was alive, these two persons, claiming themselves to be the divided members or the family of the deceased Narayana Makkithaya, jointly executed on 8-5-1923 a sale deed in respect of the four sub-divisions mentioned above in favour of one Pakira Beari of Bolantur village for Rs. 1500/-. Of these two claimants, the son (Subraya Bhatta) is aged about 37 years and does not know anything about the last holder except what he had heard from his father Padmanabha Bhatta. The father, however, asserts that he is related to Narayana Makkithaya, but he is unable to dictate a genealogy of the family of the deceased, nor is he able to trace his own relationship with the deceased. He did not perform the obsequies of either the last male holder or his widow. On the other hand, both the father and the son admit that though the consideration for the sale deed has been shown as Rs. 1500/- they did not receive anything out of it. This only shows that they simply wanted to create some evidence that they are related to the last holder.

5. The claim of Padmanabha Bhatta and Subraya Bhatta as reversioners is supported by three witnesses Vittalacharya, Vastheva Shibaruraya and Venkatramana Ballakkuraya. But none of them is able to prove this contention, nor is any of them able to explain how the claimants are related to the deceased. On the other hand, their statements only reveal their anxiety to help the claimants and nothing further. As stated by the Government Pleader, Mangalore whom I consulted, the evidence of these persons is practically of no value to Government. In support of the Government's case, there are (1) the statement of the deceased widow referred to above (2) the statement of the petitioner Mammunhi Beari and (3) the statement of the village Shanbhogue, Ramappa, all of which go a long way off to discredit the evidence of the three

persons, supporting the claim of Padmanabha Bhatta and his son Subraya Bhatta. As the Government Pleader considered that the evidence on record was meagre, I ordered further evidence to be gathered. Independent evidence has since been gathered by the Revenue Inspector, who has examined four persons of advanced age residing in the neighbouring villages of Manchi and Kepu. Of the four persons examined, one, viz., Venkateshwara Hebbara is a relation of the widow Thachamma. This man as well as the other three persons, Rama Bhatta, Thyampa Rai and Panduranga Prabhu all of whom live close to the properties in question, state that they know Narayana Makkithaya and his family, that Narayana Makkithaya was the last male member of the family and that after him, the family became extinct except for the two widows. Thyampa Rai also says that Padmanabha Bhatta, the claimant referred to above, is not a member of Narayana Makkithaya's family and that he and the deceased were not in any way related to each other. Thus it is clear that the last male holder left no heir and that Padmanabha Bhatta and his son Subraya Bhatta are only interlopers and that therefore the bogus sale by these two persons is not binding on Government.

6. The next point for consideration is whether the sale by Court auction of the property is binding on the estate and consequently on Government. According to Section 199 of the Hindu Law by D.F. Mulla, 7th Edition (1932), a decree passed against a widow and a sale of the estate in execution of such decree is binding not only on her, but also on the reversioners, even though they were not parties to the suit, provided the suit was in respect of a debt or other transaction binding on the estate and the decree was passed against her as representing the estate and not in her personal capacity. In this particular case, the decree does not show that it was passed against the widow as representing the estate. The question as to whether the debt of Rs. 1000/- in respect of which the decree was passed is binding on the estate depends upon the factor whether the debt was

1. M.S.59-637 (K)

contracted by the last male holder, or if it was not contracted by him, but by his widow, whether there was any legal necessity for her to contract it - please see section 178 (1) of the Hindu Law quoted above.

7. As already stated above, the property was mortgaged thrice in favour of the same person, the last mortgage being for Rs. 1000/-. This mortgage amount was made up of the following items:-

	Rs.
(i) a set off made towards the amount said to be due to the mortgagee in respect of a decree obtained against the two widows in suit No.57 of 1879 of the Puttur Munsif's Court together with the cost of execution in E.P.No. 270/1880.	190-0-0
(ii) amount paid in cash to the two widows for clearing off the debt said to be due to one Nanuavar Kavalige Venkatramana as also for the expenses of the mortgage deed	60-0-0
(iii) interest on the first mortgage items (i) and (ii).	18-12-0
	268-12-0
(iv) amount paid in cash for clearing off the expenses of the obsequies and anniversary of Laksmamma (last holder's mother) and interest thereon said to be due to Thachamma's brother Venkatramanaya.	120- 0-0
(v) amount paid in cash for meeting the expenses of a proposed pilgrimage to Tirupathi and Rameshwaram.	261- 4-0
(vi) Interest and penal interest due on the second mortgage items (i) to (v).	347-12-0
(vii) amount paid in cash for registration expenses.	2- 4-0

8. As will be seen from the particulars given above. items (iii) and (vi) represent interest on former mortgages and item (vii) registration expenses. The necessity for

incurring these items of expenditure depends entirely upon the legality of the remaining four items of expenses, viz., items (i), (ii), (iv) and (v). The late Mr. M.M. Prabhu, the former Government Pleader, Mangalore was of opinion that items (i) and (ii) were the personal debts of the two widows and not of the last male holder, but his successor Mr. B. Venkatrao Baliga states that Mr. Prabhu's opinion was only a surmise based upon the recital in the 1st mortgage deed and that it is not conclusive. The present alienee, Narayana Mardithya has, however, a separate version altogether. He appears to be thinking of connecting these two items of expenditure with certain other debts which he maintains to have been contracted by the deceased last male holder. In support of this contention he has produced two documents, viz., (1) a personal security bond for Rs. 100/- purporting to have been executed by the deceased Narayana Makkithaya in favour of one Koosappaya Kamthi son of Kokala Donda Kamthi and containing on its back, a receipt for the repayment of the principal with interest thereon on 18.4.1876 by one Vishnu alias Dasappaya, the father-in-law of the deceased Narayana Makkithaya and (2) a receipt purporting to have been passed on 18.4.1876 by the above named Koosappaya son of Kokala Donda Kamthi in favour of the aforesaid Vishnu alias Dasappaya for Rs.130/-, of which Rs.100/- is said to be the repayment of a hand loan alleged to have been obtained by the deceased Narayana Makkithaya for his marriage expenses and Rs.30/- to be the repayment of another loan of the deceased obtained on executing a "Pa[illegible]i" (hand bill). Of these documents, the first, viz., the bond is written on a non-judicial stamp paper of the value of eight annas issued on 14.8.1875 in the name of one Soira Baliga of Buntwal, who is not at all a party to the document. This peculiar circumstance throws some doubt about the genuineness of the document even if it is shown that Soira Baliga was a friend of the executant or of Koosappaya Kamthi. Another more suspicious feature in the bond is that it was attested by (i) Subraya son of Kokala Dadu Kamthi and (ii) Patya son of Kokala Ramappa Kamthi - both

apparently relatives of Kokala Koosappaya Kamthi, who is purported to have advanced the money.

As regards the other document viz., the receipt for Rs.130/-, I submit that both this receipt and the other receipt referred to above were passed on the same date and by the same person and in favour of one and the same man. They relate to the repayment of three loans alleged to have been borrowed by the last male holder, Narayana Makkithaya. It is strange that the second document does not make any mention of the dates on which the two loans mentioned therein were obtained by the deceased. If they had been obtained prior to the execution of the first document (personal security bond), it is inconceivable why they were not included in the bond. If on the other hand, the two hand loans of Rs.100/- and Rs.30/- were obtained after the execution of the bond, it cannot be believed that the man, who got a bond for Rs.100/- would have paid two other hand loans of the aggregate value of Rs.130/- to the same person without getting another bond.

Again, if the existence of these liabilities on the estate of the deceased was true, they would have been mentioned in the subsequent mortgage deeds executed by the widow. No such mention has been made in the mortgage deeds. On the other hand, the debts specified in the first mortgage deed are those due to the mortgagee Srinivasa Balkuraya and ------ Nandavar Kavalige Venkatramana and not to Koosappaya Kamthi or to the widow's father, Vishnu alias Dasappaya. Another point, which is favourable to Government, is that the alienee Narayana Mardithaya, who has now produced the documents, had on 27.12.1928 stated that besides the mortgagee deeds and the sale certificate, he had no other document relating to the property. His production of the two unregistered documents now is suspicious. In the above circumstances it seems ----- doubtful if they can be taken as genuine. Even if the ------ documents are admitted in Court as true, all that can be -----

inferred from them is that the loans obtained by the deceased were repaid by his father-in-law, apparently from the funds left by the deceased. Anyway, there has been no claim for the amount from the father-in-law and if one should come now it cannot subsist at this distance of time. There is also not the least doubt that these amounts have no connection whatever with items (i) and (ii) referred to in paragraph 7 above, which cannot be anything other than the personal debts of the widows. The property in question has, even according to the widow herself an annual income of 30 muras of rice and Rs.16/- in cash and as such, there was no legal necessity for the widow or widows to contract the debts in question.

9. As regards the expenditure in item (v) in paragraph above, viz., the expenses of a proposed pilgrimage to Tirupathi and Rameshwaram alleged to be for the spiritual benefit of herself and the last male holder, I invite Board's attention to paragraph (2) (iii) of Section 181 A of the Hindu Law quoted above and the notes thereunder and submit that these pilgrimages are not essential or obligatory and that only debts incurred for pilgrimages to Gaya or Phandarpur have been held to be valid and binding against the estate, while debts incurred for pilgrimages to Benares are not. The Government Pleader says that it is doubtful whether the debt alleged to have been borrowed for expenses of a pilgrimage to Tirupathi and Rameshwaram will be binding on the estate. This amount was borrowed in 1893, seventeen years after the death of the last male holder in 1876 and there is nothing to show that any pilgrimage did occur. His debt cannot therefore stand.

10. The last item (iv) is the expenses of the funeral obsequies and anniversary of the last male-holder's mother. Such an expenditure is allowed by paragraph 2 (ii) of Section 181 A of the Hindu Law. When exactly, this widow Laxmamma died is not known. In his statement dated 21.7.1934, Venkatramana Ballakkuraya stated that she died two years after the death of

her son, which means that she died somewhere in 1878. This cannot be correct as she was living in 1880 and was a party to the first mortgage deed executed in favour of Srinivasa Balkuraya. Probably, she died soon after the execution of this deed. The Government Pleader says that it is rather difficult to believe that the debt incurred for her funeral obsequies and anniversary would have been left outstanding till 1893 and that apparently, the recital in the mortgage deed must have been made with a view to show an apparent necessity so as to make the debt binding against the estate, when as a matter of fact there was no such debt due and outstanding. I agree with him.

11. Now that it has been made out that the widow or widows had no legal necessity to incur the debts in items (i), (ii), (iv) and (v), it follows that the expenditure in items (iii), (vi) and (vii) is unwarranted and not binding against the estate. I therefore think that this is a case where Government should institute escheat proceedings. The escheat proposal was notified in the South Kanara District Gazette so far back as 20.11.1934, but no claim or objection has so far been preferred, except those of Padmanabha Bhatta and his son Subraya Bhatta, referred to above. The property may be valued at about Rs.2000/-. I recommend that the property mentioned above, together with R.S.Nos.123/1,4,6 & 9, which were kumaki extensions assigned to the widow may be declared escheat and sanction accorded to recover possession by filing a suit. I enclose a draft plaint prepared by the Government Pleader and slightly amended by me and request that the Board may be pleased to approve it.

12. The papers of enquiry detailed in the margin are herewith submitted for reference and return.

(1) This office file R.Dis.6938-28.
(2) Do. current file pages 1 to 110.
(3) One file containing 8 documents.
(4) South Kanara District Gazette, dated 20.11.34 - English Edition.

Your obedient servant,

madhavarao
For Collector 28/2

KM 28.2.36

Application for declaring immoveable property escheat, South Kanara District.

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1. Taluk.		Puttur Taluk.							
2. Village, estate or township.		No.164 Kolnad village							
3. Description of property,	O.S.No.	172-5	172-4	172-1	172-2	457(portion)	457(portion)	457(portion)	380
	R.S.No.	123-2	123-3	123-7	123-8	123-1	123-4	123-6	123-9
		Wet	Wet	Wet	Wet	Wet	Wet	Wet	Garden
4. Area in acres.		2-65	0-18	0-77	0-54	0-07	0-08	0-11	0-77
5. Assessment or quit-rent.		22-6-0	0-13-0	1-12-0	2-7-0	0- 9-0	0- 6-0	0- 4-0	1-12-0
6. Estimated yearly rent-value		30 muras of rice and Rs.16.0.0 in cash.							
7. Estimated market value.		Rs.2000/-							
8. Date of the death of the last owner		In or about 1876 - last male holder Narayana Makkithaya. On or about 4.1.1934 - widow Thachamma alias Saraswati.							
9. Date of publication of notice inviting claims.		20th November 1934.							
10. Names of claimants and their relationship to the deceased.		(1) Padmanabha Bhatta son of Subraya Bhatta of Kattathila Meginam Kolnad village, Puttur Taluk (2) Subraya Bhatta son of No.1 Do. Do.							
11. Particulars of objections raised.		Claim to be heirs and have sold the property to one Pakira Beari, son of Sooribail Moidine Beari, Bolanthur village, Puttur Taluk.							
12. Collector's recommendation.		Please see separate report enclosed.							

South Kanara Collector's Office,
Camp Karkal, 27th February 1936.

For Collector.

In the Court of the District Munsif of Puttur,

O.S. No. /1936.

Between:--

The Secretary of State for India in-Council, represented by the Collector of South Kanara ..	)	Plaintiff.
and		
1. Narayana Maradithaya.	)	Defendants.
2. Manjappa Shetty.	)	
3. Narayana Mayya.	)	
4. Padmanabha Bhatta.	)	
5. Subraya Bhatta.	)	
6. Pakeera Beary.	)	

Plaint under Section 26 and Order VII Rules 1 and 2 t V of 1908.

Plaintiff named above begs to state as follows:-

1. That the Secretary of State for India-in-Council, laintiff, is represented by the Collector of South Kanara. rocesses, etc., to be served or th plaintiff in this suit e served on the Pleader who attends to Government suits at

3. (a) That one Narayana Makkithaya, son of Manchi Ranga Makkithaya a Hindu inhabitant of Kolnad Kasba Village, who was governed by Mitakshara law, died in or about 1875 or 1876 leaving a young widow Thachamma alias Saraswati Amma and a mother Laxmi Amma and the properties described in Schedule A annexed hereunto.

(b) The said Thachamma alias Saraswati Amma succeeded to the estate left by the last male holder, Narayana Makkithaya aforesaid, as his widow; Laxmi Amma the mother of the last male holder died some years later. The property left by the last male-holder was yielding an annual income of about 30 muras of rice and Rs. 16-0-0 in cash, which was sufficient for the maintenance, etc., of the widow and the mother of the last male-holder and after the death of the mother, the entire income was available to the widow alone and was more than sufficient for her maintenance, etc., and there was no necessity to incur any debts on behalf of the estate.

(c) The said Thachamma alias Saraswati Amma also died on or about the 4th of January 1934. Inquiry conducted on behalf of the plaintiff disclosed that there were no reversioners of the last male holder who would be entitled to succeed to the estate as heirs and that the last male holder died without leaving any heirs except his widow and mother above named. During the enquiry the only persons, who claimed to be the heirs of the deceased last male holder after the death of the widow, were the 4th defendant and his son the 5th defendant, but they did not establish their claim by any satisfactory or reliable evidence and were even unable to say how they were related to the deceased last male-holder. They have, however, purported to have sold the properties even during the life time of the widow to the 6th defendant by a registered sale deed dated 8-5-1923. Plaintiff submits that the claim of the 4th & 5th defendants is unfounded and defendant who

claims under the 4th and 5th defendants has acquired no valid title to the plaint properties.

(d) Plaintiff has during the course of the enquiry further come to know that the 1st defendant as the assignee of a mortgage for Rs. 1,000/- dated 2-4-1910 executed by the widow Tachamma alias Saraswati Amma aforesaid in favour of one Srinivasa Ballakuraya filed a suit O.S. No. 156/1927 on the file of this Court against the widow aforesaid for arrears of interest alleged to be due to him in respect of the said mortgage and in execution of the decree obtained by him brought the properties described in Schedule A hereto to sale in R.E.P. No. 286/1928 on the file of this Court subject to the liability for payment of Rs. 1,000/- the principal sum due in respect of the mortgage deed aforesaid and subsequent interest thereon and purchased the same himself in court auction for Rs. 1,350/- subject to the payment of the decree amount of Rs. 1132-13-0 and obtained delivery thereof through court and has been in possession and enjoyment thereof. The 2nd defendant claims to be a chalgeni tenant under the 1st defendant and the 3rd defendant claims to be a tenant under the 1st defendant in respect of building on the property without liability to pay any rent.

(e) Plaintiff submits that the mortgage deed aforesaid alleged to have been executed by the widow Thachamma alias Saraswati Amma in favour of Srinivasa Ballakuraya is not supported by any consideration valid and binding against the estate or the reversioners and there was no justifiable necessity to incur any debts and the mortgage deed and the decree obtained by the 1st defendant and the sale held in execution thereof are not valid and binding against the plaintiff who claims the property by escheat. Plaintiff further submits that the mortgage dated 5-4-1893 alleged to have been executed by the widow aforesaid in favour of Srinivasa Ballakuraya and referred to in the mortgage deed dated 2-4-1910 and the still earlier mortgage

deed dated 25-10-1880 alleged to have been executed by the widow and mother of the last male holder in favour of the same Srinivasa Ballakuraya and referred to in the mortgage deed dated 5-4-1893 are not supported by any consideration binding on the estate or the reversioners and there was no justifiable necessity for executing the same and are not valid and binding against the estate. The recitals with regard to consideration are not true and must have been made with a view to defraud the plaintiff, if possible.

(f) Plaintiff further submits that Tachamma alias Saraswati Amma, the widow of the last male holder was not sued in O.S. No. 156/1927 aforesaid in her representative capacity or as representing the estate of the last male holder and no decree was passed against her in the said suit as representing the estate of the last male holder and consequently the decree cannot bind the plaintiff and the 1st defendant by virtue of the court sale in his favour could not have acquired and has not acquired anything more than the limited interest of the widow, i.e., a right to enjoy the properties during her life-time and he has no right to retain possession of the properties after the death of the widow which as aforesaid occurred on or about 4-1-1934.

(g) That out of the properties described in schedule B hereto, R.S. No. 123/9, corresponding to old survey No. 380 was assigned to the deceased Thachamma alias Saraswati on darkhast in D.R. No. 234/1325 as kumaki to the kadim lands described in Schedule A hereto. R.S. Nos. 123/1,4 and 6 forming portions of old Survey No. 457 were included in the holding of the deceased Thachamma alias Saraswati, as she had encroached upon and was in possession of them at the time of re-survey. The 1st defendant claims to be in possession of the B Schedule properties by virtue of the Court sale in R.E.P. 286/28 aforesaid. The plaintiff submits that the B Schedule properties were not brought to sale in the said R.E.P. 286/1928 and that the 1st defendant has not acquired any right, title or interest in the said properties by virtue of the said sale. The possession of the 1st

case the Court deems fit to grant.

Description of the properties.

Puttur Taluk, Soutn Kanara District, No. 164 Kolnad Village.

Schedule A.

Old S. No.	R.S. No.	Wet, dry, or garden.	Extent. A. C.	Assessment as fixed at re-settlement. Rs. A. P.	Remarks.
172/5	123/2	Wet	2 . 65	22 6 0	
172/4	123/3	-do-	0 . 18	0 13 0	
172/1	123/7	-do-	0 . 77	1 12 0	
172/2	123/8	-do-	0 . 54	2 7 0	
			4.14	27-6-0	

Schedule B.

457(portion)	123/1	Wet	0 . 07	0 9 0	
457(-do-)	123/4	-do-	0 . 08	0 6 0	
457(-do-)	123/6	-do-	0 . 11	0 4 0	
380.	123/9	Garden	0 . 77	1 12 0	
		---	1.03		

South Kanara Collector's office,
Camp: Karkal. dated 27-2-1936.

Smadhavarao 29/2
For Collector.

DRAFT FOR APPROVAL.

	Date.	Initials.
When received for fair copying		
When copied		
When examined		
When signed		
When despatched.		

SUBJECT :— Escheat (South Kanara) in favour of Krishnaraja Vge - property of late Narayana Makkithaya - declared filing of suit - sanction

READ AGAIN— _____, dated _____ 19__

" " _____ " _____ 19__

READ *ALSO* :—

No. _____ From the _____, No. _____, dated _____ 19__

" _____ " pb 1-9 ef A 1102/36 " — " _____ 19__

" _____ " _____ " _____ " _____ 19__

~~Order~~ / Resolution ~~Ms.~~ / ~~Rout.~~ No. 107, dated 28 - 3 - 1936.

The Board declares ~~escheat to Govt.~~, the property (escheat to Govt.) specified in the margin and sanctions the filing of a suit to recover possession of those lands. The draft plaint received with the Collr's letter read above, is approved.

RB 27/3. 27.3.36

27.3.36

Issue

RB 28-3-36

Escheat (South Kanara) Puttur Tk. Kolnad Vge. Holding No 20 - property of late Narayana Matkithaya - proposals -

A 1102/36

To AC

Please see the letter at pp. 1-9 of, from the Collr. of S. Kanara submitting proposals for escheating the property comprised in Holding No 20 of Kolnad Vge in the Puttur Tk.

2/ The property in question belonged to one Narayana Matkithaya a Shivalli Brahmin governed by the Mithakshara Law of inheritance. He died intestate in about 1876 leaving behind him his wife and his widowed mother of whom the latter died soon after 1880

Thereafter, the property was in possession and enjoyment of Thachamma alias Sarowath wife of Narayana Makkithaya until it was sold in Court Sale in satisfaction of a mortgage decree given since the property is in possession of the purchaser in court sale of Narayana Maridithaya. The wife died on 11-1-34 only

3/ But the liability of that property, to escheat to Govt was brought to the notice of the Collr even before the death of the widow and enquiry was started; but it was dropped as she was then living.

4/ The Collr recommends that the lands mentioned in Schedules A & B to the draft proclamation his application at P-11-Cf, may be declared escheat and a suit filed for the recovery of their possession. After a full enquiry, it has been clearly ascertained that Nar

Makkithaya

the last male holder, has no surviveors. The Coll. has fully dealt with this point and finds that those who claimed relationship have really no such claim. The Coll considers that Narayana Marakkathar who is now in possession of the lands under a court sale has no valid title to them as the mortgage - deeds for which they were added to in Court auction, was not binding on the estate, but only on the widow who had a limited life interest in them. The local I.G.P's opinion at pp 5-6-3 of (W) may also be perused. The value of the property is estimated at Rs 2000/-

The Coll's proposal may be accepted and the lands in question declared escheat to Govt. The filing of a suit to recover possession of those lands may be sanctioned and the draft plaint at pp 13-19 of, approved

Rs 19/3/36 Report requested to BSO 197-3 p 1176 Vol IV for the Board's powers. 14/3/36 24/3/36

Please reconcile A & P.S. & re-cover report with A & P. 17 & file plaint. [illegible]

17/3

To AS.

Please Secy's order above.

2) Padmanabha Bhatta and his son Subbaraya Bhatta did not prefer any claim or objection petition in reply to the escheat notification published in the Dt Gazette on 20-11-34. Those two persons claimed to be succession of Narayana Makkithaya, in their statements recorded by the Tahr, -(Vide Tahr's report at pp 17-19 of (W)), before the escheat proceedings were ~~abandoned~~ started. Attention is also invited to paras 4 and 5 of the Collr's letter and para (i) of the draft plaint marked C.

In the circumstances it is submitted that the said marked

marked A at p 9 of is slightly inaccurate. But the facts stated in paras (h) and (i) of the draft plaint are correct.

R/ LR 3.1936

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The lands may be declared forfeited and suit for possession sanctioned

20/3.

Approved

23.3.36

SECY.
26 MAR 1936